BRUHAT BANGALORE MAHANAGARA PALIKE

KW 1

NAME OF WORK: Providing fencing / Chain link fencing to Chokkasandra lake opposite park, ward no 21.

TENDER DOCUMENT
(SINGLE COVER SYSTEM)
2024-25

Est.Cost Rs. 5.152 LAKHS

Office of the

O/o. Senior Assistant Director of Horticulture,
Bruhath Bengaluru Mahanagara Palike, Dasarahalli Zone,
Hesaraghatta Main Road, MEI Layout,
Bagalagunte, Bengaluru -560073

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SECTION 1:

BRUHAT BENGALURU MAHANAGARA PALIKE

O/o. Senior Assistant Director of Horticulture, Dasarahalli Zone, Hesaraghatta Main Road, MEI Layout, Bagalagunte, Bengaluru - 560073

No:BBMP/SADH/DZ/TEND/89/2024-25
Date:19.02.2025

SECTION 1: INVITATION FOR TENDER (IFT)

(SINGLE COVER SYSTEM)
(Short Term Tender Notification)
(Through GOK KPP-Portal only)

1. The Senior Assistant Director of Horticulture, Dasarahalli Zone, invites tenders on behalf of the Hon'ble Chief Commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through kpp-portalof the Government of Karnataka (vizhttps://kppp.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the kpp-portal of the Government of Karnataka from30.08.2024.
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.
4. Tenders must be submitted online through kpp-portalon or before 03:00 hours on 06.03.2025 and the opening of tenders will be as per the kpp-portal guidelines.
5. GST shall be paid to the tendered amount separately.
6. Other details can be seen in the tender documents.

Sl. No.	**Name of the Work**	**Approx. Amount put to tender (In Rs) (Excluding GST)**	**EMD (In Rs)**	**Cost of Tender form**	**Period of Completion**
1	**Providing fencing / Chain link fencing to Chokkasandra lake opposite park, ward no 21**	4,31,263/-	10782 **/-**	**As per kpp-portalPortal**	**6 Months (including Monsoon period)**

Time Schedule/Calendar of events:

1	Date of Notification	25/02/2025
2	Last Date & Time for receiving of Tenders	06/03/2025 upto 3.00 PM
3	Tender Opening Date & Time	07/03/2025 at 3.00 PM

NOTE:

1. Class-3 and above contractors registered in Bruhat Bangalore MahanagaraPalike / KPWD/CPWD/ Railways /MES/ any state or Central Govt.
2. Aspiring Bidders/Contractors who have not registered in kpp-portal should register before participating through the website https://kppp.karnataka.gov.in
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. All the required information required for Bids must be filled and submit online.
5. For details, registration and e-payment visit GOK kpp-portal website https://kppp.karnataka.gov.in or contact kpp-portal Helpdesk at 080 – 22441076.
6. Corrigendum's/Modifications/Corrections, if any will be published in the https://kppp.karnataka.gov.in only.
7. This tender notice can also be seen on the BBMP website www.bbmp.gov.in.

Sd/-
Senior Assistant Director of
Horticulture Dasarahallizone
Bruhat Bengaluru
MahanagaraPalike

Copy Submitted to:

1 The Commissioner for kind information.
2 Special Commissioner (Projects) for kind information.
3 Zonal Joint Commissioner (Dasarahalli Zone) for kind information.
4 Deputy Director (Horticulture) for kind information
5 Deputy Controller Finance (Dasarahalli Zone) for information
6 The Public Relation Officer, Bengaluru North district with a request to publish the same in the district tender bulletin.
7 Office Notice Board

Senior Assistant
Director of Horticulture
Dasarahalli Zone

SECTION-2:

INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The BBMP (Referred to as Employer in these documents) invites tenders following twoCover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka (GoK) / Bruhat Bangalore Mahanagara Palike (BBMP)

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in his name should have in the last five financial years 2019-20, to 2023-24.

(a) Achieved in at least two financial years an average annual financial turnover of Rs. **35.00lakhs** *(usuallynotlessthan the estimated cost under this contract for works costing upto Rs. 100 lakhs.annualpayments under this contract)*;*

(b) Satisfactorily completed (at least 50% of the contract value), as prime contractor, at least one“**SIMILAR NATURE OF WORKIN MAINTENANCE OF CIVIL WORKS IN PARKS”** ofvalue notlessthan. Rs.**17.50lakhs** *(usuallynotlessthan50%estimatedvalueofcontract)**

(c) Deleted

(d) Deleted

3.3 Credit facilities of no less than **Rs. 8.90 lakhs**/- (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. (usually the equivalent of the estimated cash flow for three months in the peak construction period).

3.4 Sub-contractors’ experience and resources shall not be taken into account in determining the Tenderer’s compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.5 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

The Contractor should go through the Tender Document and submit the response Technical/commercial through kpp-portalonline after downloading the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall be in single cover.

1.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9.09. Earnest money deposit

10.0

11.0 9.1 EMD amount as % of the estimated cost of the work put to tender

12.0 a) Upto Rs.20 lakh – 2.5% (Reservation Category Works 1.25%)

13.0 b) Rs.20 lakh and above upto Rs.1 crore – 2% subject to a minimum of Rs.50,000/-

14.0 (Reservation Category Works 1% subject to a minimum of Rs.25,000/-)

15.0 c) Rs.1 crore and above upto Rs.10 crore – 1.5% subject to a minimum of Rs.2,00,000/-

16.0 d) Rs.10 crore and above - 1% subject to a minimum of Rs.15,00,000/-

17.0

18.0

19.0

20.0 9.2 NA.

21.0 9.3 NA.

22.0 9.4 NA

23.0 9.5 NA

24.0 9.6 NA

25.0 **10. Format and signing of Tender**

26.0

27.0 10.1 NA

28.0 10.2 NA

29.0 10.3 NA.

29.1 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 90 days beyond the validity of the tender.

29.2 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

29.3 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

29.4 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

29.5 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

10. Format and signing of Tender

10.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 6 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail. **(NOT APPLICABLE SINCE KPP-PORTAL)**

10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender **(NOT APPLICABLE SINCE KPP-PORTAL)**

10.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

11. Sealing and marking of tenders (TO BE SUBMITTED THROUGH ON LINE IN KPPPORTAL ONLY.)

12. Deadline for submission of the Tenders

12.1 In online kpp-portalsystem, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the kpp-portal will not be available.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

1.1 In online kpp-portalsystem, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the kpp-portalwill not be available.

14. Modification and Withdrawal of Tenders

Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the kpp-portal.

E. Tender opening and evaluation

15. Opening of Single Cover of all Tenderers and evaluation to determine qualified Tenderers:

15.1 The Employer will open online the First Covers of all the Tenders received through procurement portal, in the presence of the Tenderers or their representatives who choose to attend at 16.30 hours on the date and the place specified in Clause 12. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.1 The Tenderers names, the presence or absence of earnest money deposit (amount,format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

15.2 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

15.4 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

18. Clarification of Tenders

18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 20.

18.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

18.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

19. Examination of Tenders and determination of responsiveness

19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

19.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

19.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20. Correction of errors

The Tenderer can do Modifications before submitting their bids online only.

21. Evaluation and comparison of Tenders

21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.

21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise

result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

21.4 **If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 25 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.**

F. Award of Contract

22. Award criteria

22.1 Subject to Clause 24, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

23. Employer's right to accept any Tender and to reject any or all Tenders

23.1 Notwithstanding Clause 22, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

24. Notification of award and signing of Agreement

24.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 25.

24.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

24.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

25. Security deposit

25.1 Within 20days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract priceplus additional security for unbalanced tenders in accordance with clause 25.5 of ITT And Clause 44 of the conditions of contract for all works

- Cash or
- Banker's cheque/Demand draft,/Pay Order in favour of ChiefCommissioner,BBMP..... payable at Bangalore or
- A bank guarantee in the form given in Section 10; or

25.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

25.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

25.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

26. Corrupt or Fraudulent practices

26.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

ANKER'S CERTIFICATE

(In Bank Letter head only)

To,
The Senior assistant director of horticulture
Dasarahalli zone
BruhatBanagaloreMahanagaraPalike

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely **"Providing fencing / chain link fencing to Chokkasandra lake opposite park ward no 21."**and Tender No BBMP/SADH/DZ/PR/TEND/89/2024-25 is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of **Rs. 4.31 lakhs** to meet the working capital requirements for executing the above contract

SIGNATURE OF THE BANK MANAGER

WITH OFFICIAL SEAL

SECTION-4

FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

To,

The Senior assistant director of horticulture
Dasarahalli zone
BruhatBanagaloreMahanagaraPalike

GENTLEMEN,

We offer to execute the Work of **Providing fencing / chain link fencing to Chokkasandra lake opposite park ward no 21.**in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ *[in figures]* *(*_____) *[in letters].*[1]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

1

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: .....

Name of Tenderer .....
Address: .....
.....
.....

Letter of Acceptance

(Letterhead paper of the Employer)

_____[date]

To: _____ *[name and address of the Contractor]*

Dear Sirs,

This is to notify you that your Tender dated: ..... for execution of the .....
[Name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees ..... (.....) [Amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 25.1 of ITT for an amount of Rs.....within 7 (seven) days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 25.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

--

Issue of Notice to proceed with the work

(Letterhead of the Employer)

———— (date)

To

———————————————— *(name and address of the Contractor)*

————————————————

————————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for the work of **Providing fencing / chain link fencing to Chokkasandra lake opposite parkwardno21. to**.....*(Name of the Contract)* a Tender Price of Rs....., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....[name and address of Employer]
(hereinafter called "the Employer") of the one part and .....
[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....
[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

    i) Letter of Acceptance;
    ii) Notice to proceed with the works;
    iii) Contractor's Tender;
    iv) Contract Data;
    v) Conditions of contract (including Special Conditions of Contract);
    vi) Specifications;
    vii) Drawings;
    viii) Bill of Quantities; and
    ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
.....
.....

in the presence of:

Binding Signature of Employer .....

Binding Signature of Contractor .....

SECTION-5:

CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
b) **Compensation events** are those defined in Clause 34 hereunder.
c) The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.
d) The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
e) The **Contract Data** defines the documents and other information which comprise the Contract.
f) The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
g) The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
h) The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
i) **Days** are calendar days; **months** are calendar months.
j) A **Defect** is any part of the Works not completed in accordance with the Contract.
k) The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
l) The **Employer** is the party who will employ the Contractor to carry out the Works.
m) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
n) The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
o) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
p) **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
q) **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
r) The **Site** is the area defined as such in the Contract Data.
s) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
t) The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
u) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
v) A **Variation** is an instruction given by the Employer which varies the Works.
w) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract: The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions: Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation: The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications: Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting: Deleted

8. Other Contractors: The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel:

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks: The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks: The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks: All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data: The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works: The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date: The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

16. Safety: The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries: Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site: The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site: The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions: The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.1 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes (excluding GST) that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of repairs: Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

41. As built drawings

41.1 If “as built” Drawings(Completion drawings) are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

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(a) 1% of the Tendered amount will be deducted towards "Labour Welfare Fund ".

(b) The Tenderer has to produce all the relevant Documents as indicated in the Bid Document in originals during the opening of the Technical Bid " Mandatorily " . This is in addition to Uploading all the relevant Documents in the kpp-portalportal. If the Originals are not submitted, the Tender will be rejected.

(c) All other documents which are required to be submitted are to be uploaded in the kpp-portalPortal in General Document's section, while electronically submitting the bid. If any of the Documents as desired are not submitted the Tender will be rejected.

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.
5. work completion period is 4 month hence Price Escalation clause as per G.O.No.FD 3 PCL 2008, Bangalore Dated:21.11.2008 is not applicable.
6. As per Govt order No.LD/300/LET/2006, Dated: 18/01/2007 and Addl. Commissioner (Finance) Office Order No. BBMP/CAO/PR/07-08 Dated: 03/08/2007 the building construction labourers welfare cess (1% of Estimate cost) will be deducted from the Building and other construction works in every running bill and also in the final bill of the contractor.
7. As per the Government Order No.(CAO/Budget:647/209-10 Date:24.05.2010) Deduction of Royalty form the bills of the Contractors working in Civil works, if the Contractor proves that aspect of the matter then the Department/ work executing agency cannot recover or deduct any royalty from the bills of the contractor, if the documents/ MDP's are produced from the quarry lease holders or Private quarry owners in this regard then the contractor is not liable to pay the royalty charges.
8. Necessary taxes and other deductions will be made from Contractor bills.
9. The Successful bidder will have to execute an agreement with BBMP within 7 (Seven) days of receipt of intimation, failing which his tender is liable to be rejected.
10. The work shall be carried out as per the directions of the BBMP and the Engineer-In-Charge.
11. The tenders should have to produce contractors registration book issued by the concernedauthority for

procurement of tender documents. Applicant should submit proof registration,latest Income tax

clearance Certificate, obtained from the concerned Department and to submitfinancial Turnover

balance sheet for the last 5 years duly attested by the Charted Accountantwhile submitting the request

for application for the Tender Schedules, otherwise the applicationwill be rejected.

12. Bidders / Contractors should attach all the scanned copies of Technical documents / Certificates

pertaining to their Eligibility criteria mentioned above in the Website itself, failing which, the bid

will not be considered. The original documents should be produced for verification at any stage of
tender process as and when sought for, failing which, the bids are liable for disqualification.

13. The work should be commenced with all earnestness within 7 (Seven) days from the date of
Work Order, failing which it would be presumed that he is not interested in the work and action
will be taken to get the work executed through alternate agency at the risk and cost of the former
Tenderer.

14. If the contractor quotes less than the SR rates the difference amount Demand Draft should be should
submitted to this Division office at the time of agreement, otherwise Tender will be cancelled.

15. GST shall be paid to the tendered amount separately.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	**Clause Reference**
The Employer is : The Chief Commissioner, BruhatBangaloreMahanagaraPalike N.R.Square, Bangalore - 560002	[1.1]
Name of authorized Representative: Executive Engineer (Project division, Dasarahalli zone)	
The name and identification number of the Contract is …… ……[insert name and number as indicated in the Invitation for Tenders].	[1.1]
The Works consist of Providing fencing / chain link fencing to Chokkasandra lake opposite park ward no 21	
The start date shall be the date of issue of notice to proceed with the work.	[1.1]
The Intended Completion Date for the whole of the Works is 90 days	[15, 22]
The following documents also form part of the Contract: …… …… ……	[2.2]
The Site Possession Date is: ……[2]	[18]
The Site is located at …… and is defined in drawings nos. …… ……	[1.1]
The Defects Liability Period is 365days.	[27]
The liquidated damages for the whole of the works are Rs…… (amount) per day (The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.)	[36]
The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.	[36]
The date by which “as-built” drawings (Completion drawings) (in scale ……) in 2 sets are required is within 30 days of issue of certificate of completion ..	[41]

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The amount to be withheld for failing to supply “as built”[3] drawings (The amount should be sufficient to get the completion drawings prepared by alternative agency in case the contractor fails to submit) by the date required is Rs._____ [41]

The following events shall also be fundamental breach of the contract: [42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's [43.1]

Additional cost for completing the Works shall be 30[4]percent (30%).

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SECTION-10:

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

The Chief Commissioner
Bruhat Bangalore MahanagaraPalike
N.R.Square, Bangalore -560002

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. .....

Dated:.....to execute **Name of the work: Providing fencing / chain link fencing to Chokkasandra lake opposite park ward no 21** (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs..... *[amount of guarantee]*[5]_Rupees..... ..... *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of .....*[amount of guarantee]*[6] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this

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guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____